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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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X

PRUDENTIAL EQUITY GROUP, LLC

Plaintiff,

-against-

STIPULATION OF  
SETTLEMENT

THOMAS R. AJAMIE, AJAMIE LLP, et al.,

No. 07 CV 5606 (JSR)

Defendants.

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X

NOW COME Robert Weiss and Robert H. Weiss & Associates, LLP ("the Weiss Parties"); and Martin Kroll and Kroll, Moss & Kroll, LLP ("the Kroll Parties"); (collectively "Parties") by and through their respective attorneys of record, and make this Stipulation of Settlement.

The Weiss Parties and the Kroll Parties have settled and resolved the disputes between and among themselves related to the remaining funds on deposit with this Court ("Disputed Fund"), after the dispute between all other co-defendants making claim to the Disputed Fund, having been previously settled and resolved.

IT IS HEREBY STIPULATED AND AGREED as follows:

1. From the sum of \$280,000.00 that remains on deposit with the Clerk of the Court and is the remainder of the Disputed Fund, the Weiss Parties and the Kroll Parties shall divide these funds as set forth below in paragraph 2.

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2. The Parties agree that the remaining \$280,000 of the Disputed Fund shall be paid in the following amounts, to the following parties, and the Clerk of the Court is directed to now release and pay the following amounts ("the Settlement Sums") out of the funds on deposit in this Action:

a. The sum of \$50,000 shall be paid to the Kroll Parties and the Clerk shall prepare a check in the amount of \$50,000 made payable to Kroll, Moss & Kroll, LLP and shall send such check to Kroll, Moss & Kroll, LLP, 400 Garden City Plaza, Suite 310, Garden City, NY 11530-3322.

b. The sum of \$230,000 shall be paid to the Weiss Parties as follows: the Clerk shall prepare a check in the amount of \$230,000 made payable to Richard M. Maltz, PLLC, as attorney for Robert Weiss and shall send such check to Richard M. Maltz, PLLC, 488 Madison Avenue, 10<sup>th</sup> Floor, New York, NY, 10022.

3. The Weiss Parties and the Kroll Parties are directed to supply to the Clerk of the Court all information and documentation reasonably required by the Clerk, pursuant to its usual and ordinary procedures, to effectuate the distributions noted above.

4. Once paid, the Settlement Sums are not subject to recoupment or recovery by either party to this Stipulation of Settlement and represent all of the sums to which the Settling Parties shall be entitled.

5. All claims made by all Settling Parties against one another, shall be dismissed with prejudice and without legal fees or interest paid by any party to any other party, such dismissal to be effective upon receipt by the Settling Parties of the sums

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described above. Each party hereby waives and releases its respective rights to pursue reimbursement for the fees paid to counsel for Prudential Equity Group, LLC from the res.

6. This Stipulation of Settlement operates as a release of all claims that were made or that could have been made in this Action by each of the Parties against one another and against any entity or person who was a client of the Kroll Parties or the Weiss Parties in the arbitration *Charanjit Sahni, et al. v. Prudential Securities Inc., et al.*, NYSE Arbitration No. 2002-010156, by each of the Parties against each other up to the date of this Stipulation. All such releases shall be effective upon receipt by the Settling Parties of the sums described. For purposes of this release, the term "claims" includes all demand, causes of action, obligations, setoffs, restitutions, sanctions, penalties, liabilities, losses, injuries, damages and costs of any kind or nature whatsoever, at law, in equity, or otherwise. Each party to this Stipulation of Settlement releases each other party and any entity or person who was a client of the Kroll Parties or the Weiss Parties in the arbitration *Charanjit Sahni, et al. v. Prudential Securities Inc., et al.*, NYSE Arbitration No. 2002-010156, from any and all claims and causes of action that each such party has, shall or may have, for, upon, or by reason of any matter, cause or thing from the beginning of the world to the date of this Stipulation, arising from or relating to the arbitration proceedings in the matter of *Charanjit Sahni, et al. v. Prudential Securities Inc., et al.*, NYSE Arbitration No. 2002-010156, the proceedings to confirm the arbitration award, or this Action.

7. The undersigned attorneys set forth their respective signatures as their respective clients' consent to all of the terms and conditions of this settlement and

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represent that they are each authorized by their respective clients to execute this  
Stipulation of Settlement on their respective behalves.

8. This Stipulation of Settlement sets forth the entire agreement and understanding of the parties and supersedes all prior communications, oral or written and all prior negotiations, if any, with respect thereto.

9. This Stipulation of Settlement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation of Settlement as of the 19<sup>th</sup> day of March 2008.

KROLL, MOSS & KROLL, LLP  
Attorneys for Defendants  
Martin N. Kroll, Esq. and Kroll Moss Kroll, LLP

By: John Moss, Esq. (JM-9362)

RICHARD M. MALTZ, PLLC  
Attorney for Defendants  
Robert Weiss and Robert H. Weiss  
and Associates, LLP

By: Richard M. Maltz, Esq. (P.M. 5627)

SO ORDERED:

Honorable Jed S. Rakoff  
United States District Judge

On this 25<sup>th</sup> day of March, 2008